

01F15

## SECTION 00500

## CITY OF LINCOLN, NEBRASKA CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between Preload Inc., Hauppauge, NY, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit: Southeast Service Level Water Reservoir, South 84<sup>th</sup> Street and Yankee Hill Road, Lincoln Water System, Project No. S06-219; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law, has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows: The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete Work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all work included in and covered by the City's official award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's proposal, or part thereto, as follows:

List Bid Items Awarded and Bid Prices and/or Total Contract Amount in this space:

BID ITEM	DESCRIPTION	UNIT	LUMP SUM BID PRICE
1	10 MG Reservoir, complete	LS	\$ 2,750,000.00
2	Sitework, complete	LS	\$ 1,114,324.00

TOTAL CONTRACT AMOUNT FOR ITEMS 1 AND 2: \$ 3,864,324.00.

Three million eight hundred sixty-four thousand three hundred twenty-four dollars and no cents.

(use words)

The City agrees to pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided in the General Provisions and Requirements.

01801-053-134

Southeast Service Level Reservoir  
84<sup>th</sup> Street and Yankee Hill Drive  
00500 - 1

1 COMPLETION DATE - The Contractor agrees that the work in this Contract shall begin as soon after the  
2 Notice to Proceed as is necessary for the Contractor to complete the Work by the dates indicated:

3  
4 1) August 1, 2003 for Substantial Completion of all Work.

5  
6 2) September 1, 2003 for Final Completion of all Work.

7  
8 GUARANTEE - The Contractor agrees to furnish a Performance Bond in the amount of the Total Contract  
9 Cost which shall be retained for the full guarantee period as stated in Section LXIV, Paragraph B of the  
10 General Conditions.

11  
12 CONTRACT DOCUMENTS - The Contract Documents comprise the Contract, and consist of the  
13 following:

- 14  
15 1. Notice to Bidders.  
16 2. Instructions to Bidders and Supplemental Instructions to Bidders.  
17 3. Proposal Form (For Contract Construction).  
18 4. Contract Agreement Form.  
19 5. Construction Payment Bond.  
20 6. Construction Performance Bond.  
21 7. General Conditions.  
22 8. Supplementary Conditions.  
23 9. Drawings, Specifications and Addenda.

24  
25 These Contract Agreements, together with the other Contract Documents hereinabove mentioned form this  
26 Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The Contractor  
27 and the City hereby agree that all the terms and conditions of this Contract shall, by these presents, be  
28 binding upon themselves, and their heirs, administrators, executors, legal and personal representatives,  
29 successors, and assigns.

30  
31 IN WITNESS WHEREOF, the Contractor and the City do hereby execute this Contract.

32  
33 EXECUTION BY THE CITY

34  
35 ATTEST:

CITY OF LINCOLN, NEBRASKA

36  
37 \_\_\_\_\_ (Seal)

By: \_\_\_\_\_

MAYOR

40 Approved by Executive Order No. \_\_\_\_\_

41 Dated: \_\_\_\_\_

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EXECUTION BY CONTRACTOR

IF A CORPORATION  
ATTEST:

\_\_\_\_\_  
(Seal)

By: \_\_\_\_\_  
(Duly Authorized Official)

\_\_\_\_\_  
(Legal Title of Official)

IF OTHER TYPE ORGANIZATION:

\_\_\_\_\_  
(Name and Type of Organization)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

IF AN INDIVIDUAL:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Member)

END OF SECTION

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Preload Inc.  
60 Commerce Drive  
Hauppauge, NY 11788

**SURETY (Name and Address of Principal Place of Business):**

Firemans fund Insurance Company  
538 Broad Hollow Road  
Melville, NY 11747

**OWNER (Name and Address):**

City of Lincoln, Nebraska  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

**CONTRACT**

Date:

Amount: \$3,864,324.00

Description (Name and Location):

Southeast Service Level Reservoir, 84<sup>th</sup> Street and Yankee Hill Drive

City Specification No. 01-232

City Project No. S06-219

**BOND**

Date (Not earlier than Contract Date):

Amount: \$3,864,324.00

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Preload Inc.  
60 Commerce Drive  
Hauppauge, NY 11788

**SURETY (Name and Address of Principal Place of Business):**

Firemans Fund Insurance Company  
538 Broad Hollow Road  
Melville, NY 11747

**OWNER (Name and Address):**

City of Lincoln, Nebraska  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68505

**CONTRACT****Date:**

Amount: \$3,864,324.00

**Description (Name and Location):**

Southeast Service Level Reservoir, 84<sup>th</sup> Street and Yankee Hill Drive  
City Specification No. 01-232  
City Project No. 506-219

**BOND****Date (Not earlier than Contract Date):**

Amount: \$3,864,324.00

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**EJCDC No. 1910-28-B (1996 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

**ACORD. CERTIFICATE OF INSURANCE**

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**COMPANY  
LETTER ACOMPANY  
LETTER BCOMPANY  
LETTER CCOMPANY  
LETTER DCOMPANY  
LETTER E

INSURED

**COVERAGE**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~FORFEIT~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~NOTICE OF CANCELLATION MUST BE RECEIVED BY THE CERTIFICATE HOLDER AT THE ADDRESS LISTED ON THE POLICY.~~

AUTHORIZED REPRESENTATIVE